

Dated: 2/27/2018



**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF TENNESSEE  
NASHVILLE DIVISION**

IN RE:

DONALD ERNEST BRANDT,  
  
Debtor.

Case No. 3:16-bk-08398  
Chapter 11  
Judge Randal S. Mashburn

**AGREED ORDER RESOLVING WELLS FARGO'S  
OBJECTION TO CONFIRMATION AND MOTION TO DISMISS**

This matter is before the Court on the Objection to Confirmation and Motion to Dismiss, filed by Wells Fargo Bank, N.A., as Trustee, in trust for the registered holders of Park Place Securities, Inc., Asset-Backed Pass-Through Certificates, Series 2004-WCW2 ("Wells Fargo"), as well as Wells Fargo's Motion to Dismiss. *See* [Doc. 211]. As evidenced by the signatures of counsel below, the parties have come to an agreement on all matters raised in the Objection and Motion to Dismiss, and have agreed to amend the treatment of Wells Fargo's claim in the Chapter 11 Plan, [Doc. 124] (the "Plan").<sup>1</sup> Accordingly, the Court hereby **ORDERS** as follows:

Wells Fargo's request for dismissal of this case is **DENIED WITHOUT PREJUDICE**. The treatment of Class 3-A in the Plan, as it relates to the claim stated in the Plan to be in the name of "Wells Fargo Bank, N.A." and the property at 135 Renee, Dover, TN (the "Property") is are hereby deleted in its entirety. Instead, the Debtor shall pay Wells Fargo as agreed in his prior confirmed plan in Case No. 3:09-bk-08066 (Bankr. M.D. Tenn.). Per those terms, the ongoing

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<sup>1</sup> The Objection addressed Claim Nos. 10, 18, 21, and 22. Claim Nos. 10 and 18 will be addressed by separate orders.

payment of principal, interest, and required escrow is \$468.56 (beginning with the payment due on February 1, 2018). This payment is subject to change due to changes in the required escrow amount. Per the term of the Agreed Interim Order Continuing Hearing on Wells Fargo's Motion to Dismiss [Doc. 226], the Debtor was permitted to resume regular monthly mortgage payments to Wells Fargo. The Debtor shall continue making regular monthly payments to Wells Fargo.

In addition, the Debtor shall pay Wells Fargo all contractual arrears due at confirmation (which as of today's date totals \$6,081.70) over 12 months following confirmation in order to cure arrears. The payments shall be made over 12 months, with 11 payments of \$506.81 for the first 11 months (starting on the first date of the month following the Effective Date and continuing on the first of each month thereafter), and \$506.71 due on the first day of the twelfth month. Should any additional arrears come due and owing prior to confirmation, Wells Fargo shall have the right to seek payment of those amounts.

Further, Wells Fargo is hereby granted relief from the automatic stay upon confirmation of the Plan.

Further, the Debtor shall obtain a hazard insurance policy for the Property within 30 days of the Effective Date of the Plan and provide evidence of insurance to Wells Fargo's loan servicer, Select Portfolio Servicing, Inc.

**IT IS SO ORDERED.**

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**PREPARED BY AND CONSENTED TO:**

/s/ Bret J. Chaness

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**CONSENTED TO:**

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